

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

LUKE RICHEY and JENNIFER
RICHEY,

Plaintiffs,

v.

METAXPERT, LLC, PLAYXPERT,
LLC, CHARLES MANNING and
KIMBERLY MANNING,

Defendants.

NO: 10-CV-0020-TOR

ORDER OF DISMISSAL WITH
PREJUDICE

METAXPERT, LLC and
PLAYXPERT, LLC,

Counterclaimants,

v.

LUKE RICHEY, JENNIFER
RICHEY, and GRAVITY JACK, INC.,

Third-Party Defendants.

1 BEFORE THE COURT is the parties' Stipulation for Dismissal (ECF No.
2 693). Pursuant to the parties' stipulation, the Court will dismiss this case with
3 prejudice and without costs or attorney's fees to any party. Fed. R. Civ. P.
4 41(a)(1)(A)(ii).

5 However, the Court will decline the parties' request to exercise continuing
6 jurisdiction over this case for the purpose of enforcing the terms of the settlement
7 agreement. Although federal district courts are authorized to retain jurisdiction
8 over dismissed cases for the purpose of enforcing settlement agreements, the
9 decision to retain jurisdiction in a particular case is committed to the court's sound
10 discretion. *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381-82
11 (1994); *see also Collins v. Thompson*, 8 F.3d 657, 659 (9th Cir. 1993) ("A federal
12 court may refuse to exercise continuing jurisdiction even though the parties have
13 agreed to it."); *Arata v. Nu Skin Int'l, Inc.*, 96 F.3d 1265, 1269 (9th Cir. 1996)
14 ("[T]he mere fact that the parties agree that the court should exercise continuing
15 jurisdiction is not binding on the court.").

16 In this case, the parties' claims arising under state law substantially
17 predominate over their claims arising under federal law.¹ Accordingly, the Court

18 ¹ The only federal causes of action in this case are Plaintiffs' claim for violations of
19 the Computer Fraud and Abuse Act and Defendants' counterclaims for violations
20 of the Lanham Act, Computer Fraud and Abuse Act, and Stored Communications

1 finds that any action to enforce the terms of the settlement agreement, which would
2 merely be an allegation of breach of contract, would be better suited for resolution
3 in the state courts, rather than this Court attempting to stretch the limits of its
4 ancillary jurisdiction.

5 As the Supreme Court observed in *Kokkonen*, 511 U.S. at 382, this of
6 course, does not preclude the parties from filing a subsequent enforcement action
7 in federal court if independent subject matter jurisdiction is established under 28
8 U.S.C. §§ 1331 or 1332.

9 **ACCORDINGLY, IT IS HEREBY ORDERED:**

10 1. Pursuant to the parties' Stipulation for Dismissal (ECF No. 693), all
11 claims and causes of action in this matter, including counterclaims and third-party
12 claims, are **DISMISSED** with prejudice and without costs or fees to any party.

13 2. All pending motions are **DENIED** as moot.

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18 Act. See ECF Nos. 1, 2. These claims are ancillary to the parties' state law claims
19 for breach of contract, unpaid salary and wages, breach of fiduciary duty, breach of
20 duty of confidentiality, tortious interference, and conversion.

1 3. The Court declines to exercise continuing jurisdiction over this case.

2 The District Court Executive is hereby directed to enter this Order, furnish
3 copies to counsel, and **CLOSE** the file.

4 **DATED** this 4th day of January, 2013.

5 *s/ Thomas O. Rice*

6 THOMAS O. RICE
7 United States District Judge